

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA
-----X

**JULIE RENEE THOMAS and JEFFERY ALAN
THOMAS, II,**

Plaintiffs,

Case No.: 2:24-cv-1398 (RJC)

- against -

DECLARATION OF MAKSIM SLUVIS

**PLAZA AUTO MALL, ROBERT MCILWAIN,
SCOTT BONFORTI, MAKSIM SLUVIS, and
AMERICAN HONDA MOTORS CO., INC.,**

Defendants.

-----X

Maksim Sluvis declares, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the following is true and correct:

1. I am a salesperson for Plaza Auto Mall (“Plaza”), a defendant in this action.
2. I am also an individual named defendant in this action.
3. I was the salesperson involved in the vehicle transaction that is the subject of this litigation.
4. As such, I am familiar with all the facts and circumstances heretofore had herein based upon my personal knowledge.
5. I understand that Plaintiffs Julie Renee Thomas (“Ms. Thomas”) and Jeffery Alan Thomas, II (“Mr. Thomas”) (collectively “Plaintiffs”) are claiming that there were various misrepresentations regarding the vehicle that they purchased from Plaza, a 2023 Acura TLC, VIN: 19UUB7F99PA001616 (the “Vehicle”).
6. Documents included in the purchase for the Vehicle included, *inter alia*, an Arbitration Agreement. (A copy of the Arbitration Agreement is annexed hereto as Exhibit “A”).

7. The Arbitration Agreement was signed by Plaintiffs on February 28, 2024. See Exhibit "A".

8. The Arbitration Agreement provides, *inter alia*:

The agreement is attached and forms a part of that certain sales agreement between the Plaza Automotive Group OR its related companies and undersigned buyer(s) and concerns the vehicle listed above.

Any dispute, controversy or claim arising out of or relating to the above vehicle, including this contract, shall be settled by arbitration. (The American Arbitration Association or a similar organization can be used to resolve the dispute.) The award or decision by the arbitrator(s) may be entered in any court having jurisdiction.

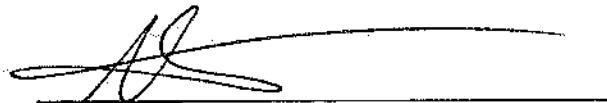
The contract shall be governed by the laws of the State of New York[.] See Exhibit "A".

9. The Arbitration Agreement further provides that the Plaintiffs agreed to arbitration against Plaza and "its affiliates and subsidiaries". See Exhibit "A".

10. As the instant lawsuit includes allegations solely related to the Vehicle transaction, Plaintiffs' claims are subject to Arbitration and is governed by the laws of the State of New York.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on November 11, 2024.



Maksim Sluvis